

# **EXHIBIT A**

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**Summary of Benco, Patterson, and Schein Price-Fixing Allegations**

Para.	Allegation of a Price-Fixing Conspiracy Among or Between Benco, Patterson, and Schein	Deficiency
44	Conclusory allegation that Defendants agreed to fix prices.	Conclusory group pleading
45	Conclusory allegation that Defendants agreed on margin and distribution fees.	Conclusory group pleading
46	None	N/A
47	None	N/A
48	None, other than use of phrase “Cartel Members.”	Conclusory group pleading
49	None <sup>1</sup>	N/A
50	None, other than the use of the phrase “group boycott.” <sup>2</sup>	Conclusory group pleading
51	None	N/A
52	Question <i>by Mr. Pettus of Dynamic</i> about what he had to do to “‘get to a professional level’ or be ‘accepted into the market’ ‘just like a [Burkhart] or a Patterson is.’” [cropped quotes in original]. Mr. Lowery’s purported answer has nothing to do with Patterson or Benco.	This cropped quote does not plausibly suggest any meeting or agreement involving Patterson and Benco to set prices.
53	None, other than the use of the word “Defendants.”	Conclusory group pleading
54	None	N/A
55	None, other than the use of the word “Defendants.”	Conclusory group pleading

<sup>1</sup> As noted in Exhibit D *infra*, Plaintiffs mischaracterize this portion of the Transcript.

<sup>2</sup> As noted in Exhibit D *infra*, Plaintiffs mischaracterize this portion of the Transcript.

Para.	Allegation of a Price-Fixing Conspiracy Among or Between Benco, Patterson, and Schein	Deficiency
56	None	N/A
57	None, other than use of phrase “Cartel Members.”	Conclusory group pleading
58	None	N/A
59	Allegation that Mr. Lowery noted that if Dynamic is not selling a product one of the other distributors, including “Patterson [is] going to be selling it.”	This is not an allegation of an agreement involving Patterson; just a recognition that Patterson is a large distributor selling products in the market.
60	None, other than the use of the word “Defendants.”	Conclusory group pleading
61	None	N/A
62	None <sup>3</sup>	N/A
63	None	N/A
64	Allegation that Mr. Lowery stated: (i) that “unanimously across the industry, as long as I’ve been in the dental business . . . 32 is always good;” and (ii) “that’s where we play ball at.”	Allegation of normal competitive intelligence and Schein’s own pricing practice.
65	None other than the use of the words “Cartel Members” and “Defendants.”	Conclusory group pleading
66	None	N/A
67	None other than use of phrase “Cartel Members” and reference to unspecified word “them.”	Conclusory group pleading
68	Allegation that (i) Henry Schein, Patterson, Benco, and Burkhart had conversations with manufacturers, and (ii) Benco had an understanding that a manufacturer would ensure	The first allegation is conclusory and constitutes impermissible group pleading. The second allegation simply reflects Benco’s

<sup>3</sup> As noted in Exhibit D *infra*, Plaintiffs mischaracterize this portion of the Transcript, which is in reference to customer referrals.

Para.	Allegation of a Price-Fixing Conspiracy Among or Between Benco, Patterson, and Schein	Deficiency
	that “the competition [with Patterson for sales of that manufacturer’s product] will be fair.”	view that the manufacturer, which recently appointed Patterson as a distributor, will continue providing non-discriminatory support to Benco. It does not suggest an agreement.
69	Allegation that Patterson employee had basic knowledge of competitors’ margins.	Allegation of knowledge of competitor margins is basic competitive intelligence; it does not constitute a plausible allegation of an agreement to fix margins.
70	Allegation that a former Patterson and Benco employee had knowledge of his former employers’ minimum margin thresholds.	This allegation is the <i>opposite</i> of a conspiracy allegation.
71	Allegation that Ben Cohen offered \$1 million settlement to “make the whole thing go away without a lawsuit.”	This recording makes clear that Benco had acquired and the assets of Dynamic Dental and its key employee, Mr. Pettus. The discussion relates to that, and not an effort to pay for the settlement of A&W’s litigation against Schein.
72	Plaintiffs’ speculation about why Benco would offer a settlement.	Plaintiffs’ speculation about Benco’s intention is irrelevant.
73	None	N/A